

**EXHIBIT A**

**THIS IS A NON-CANCELABLE,  
LEGALLY BINDING CONTRACT**

[illegible][illegible][illegible]

Equipment or purchase the Equipment on the date of purchase or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

4. **LEASE PAYMENTS.** With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e., the date of the related delivery and acceptance certificate) and the Commencement Date. The prorated or partial payment will be based on the Lease Payments shown on the related Schedule prorated for the period between the Equipment installation date and the Commencement Date. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received by Us, including taxes, shall be applied to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, the amount of any late fee, interest, and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-refundable and may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the term. Present Term of the applicable Schedule. If We do not receive a payment in full on or before its due date, You shall pay Us a fee equal to the greater of 10% of the amount that is late or \$20.00, plus (a) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00.

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**NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE -**

**VAP Resource Master Lesson / Write**

**7. LIABILITY; INDEMNIFICATION.** We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), injuries, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, injuries, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

**8. LOSS/DAMAGE; COLLATERAL PROTECTION; INSURANCE**

You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at two percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance. You agree to keep each item of Equipment fully insured against loss, naming us as lender's loss payee, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(ies). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of your credit risk and administrative and other costs, as would be further described on a letter from us to you. You may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.**

**9. ASSIGNMENT.** You shall not sell, transfer, assign, pledge or otherwise encumber (collectively, "Transfer") this Master Agreement or any Schedule, or transfer or sublease any Equipment, in whole or in part. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased hereunder, in whole or in part, to a third party (a "New Owner"). In which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), fees, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and you agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and you agree to reimburse Us promptly upon demand for the full amount (plus any estimated amounts previously paid by You). After You sign a Schedule, We may change the Lease Payment amount due to a change in the tax amount. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.

**11. EXCESS AMOUNT.** If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.

**12. DEFAULT.** You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedule, (B) require You to return the Equipment leased under any

one or more Schedules pursuant to Section 13 of this Master Agreement, (C) take possession of and/or repossess the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 2% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and (including, without limitation, reasonable expenses of holding, preparing for disposition, and disposition of the Equipment, plus Time-Value interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

**13. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 3 of this Master Agreement). If You are required to return the Equipment under Section 13 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 5 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$350.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

**14. APPLICABLE LAW; VENUE; JURISDICTION.** The parties agree that this Master Agreement, each Schedule and Other Document shall be treated as though executed and performed in Dallas County, Texas, or the home state of the assignee, and any legal actions relating to this Agreement, any Schedule or any Other Document must be instituted in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, or the home state of the assignee which shall have exclusive jurisdiction. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

**15. MISCELLANEOUS.** You represent and covenant to Us that this Master Agreement is, and each Schedule will be, enforceable against You in accordance with the terms, and You acknowledge that this representation and covenant was a material inducement to Us to acquire the Equipment to be leased under each Schedule and to enter into this Master Agreement and each Schedule. This Master Agreement and any one or more Schedules may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement, and You agree that a facsimile or other copy of this Master Agreement and of any Schedule and Other Document containing Your typed or copied signature shall be as enforceable as the original executed document.

**SOFTWARE ADDENDUM TO MASTER LEASE AGREEMENT**

MASTER LEASE # [REDACTED]

The following is only an addendum and shall only alter the terms and conditions of the Master Lease Agreement (the "Master Lease") as provided herein. All other terms and conditions remain in full force and effect.

With respect to Equipment that is identified as "Software" on any Schedule the following provisions shall be applicable to such Software. Software shall be defined to include any financed software, software licenses, software support, software maintenance, and/or implementation, integration, training, technical consulting, and/or professional services in connection with a software product. ("Software," which is included in the word "Equipment" unless separately stated.)

Notwithstanding any other terms and conditions of the Master Lease, in the event that any Schedule under the Master Lease includes Software, the Lessee agrees that as to such Software only: a) Lessor has not had, does not have, nor shall have, any title to such Software, but instead is only providing financing for the same; b) Lessee has executed or will execute a separate Software agreement which the Lessor is not a party to, nor has any responsibilities whatsoever in regards to such Software agreements, e.g. fees or other payments; c) Lessee has selected such Software; LESSOR MAKES ABSOLUTELY NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SOFTWARE AND HAS NO RESPONSIBILITY FOR THE FUNCTION OF SUCH SOFTWARE OR ANY DEFECTS; d) Lessee shall indemnify, defend and hold harmless Lessor from and against any loss, cost, expense (including, without limitation, legal fees and costs) or liability incurred by the Lessor under the Master Lease or any Schedule or otherwise in any way related to or connected with the above said Software agreement(s) and in the event Lessor incurs or is threatened by such liability, then upon request of Lessor, Lessee shall promptly accelerate and pay all lease payments due under the Master Lease and LESSEE'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS MASTER LEASE SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY BE RELATED TO THE ABOVE SAID SOFTWARE AGREEMENT. None of the foregoing terms of this paragraph are intended to diminish the Lessee's obligation under the other terms and conditions of this Master Lease.

Lessee grants Lessor a security interest in the Software, the Software agreement, including without limitation, Lessee's rights in the Software granted thereunder, all rights to payment under the Software agreement and all proceeds of the foregoing to secure all amounts Lessee owes Lessor under any agreement with Lessor.

The following shall be additional events of default under the Master Lease: (i) Lessee fails to perform in accordance with the covenants, terms and conditions of the Software agreement, or (ii) the Software agreement is terminated, suspended, materially restricted or limited.

Lessee: Sears Home & Business Franchises, Inc.

By: [Signature]

Name: John Hassey

Title: President

Date: 11/11/15

Exhibit A

Equipment Lease Schedule No. 1

ORIGINAL

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and Sears Home & Business Franchisees, Inc. (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. \_\_\_\_\_ (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

See attached Schedule A

Notwithstanding anything to the contrary contained herein, We may (i) insert the Lease number and any other information missing in this Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation.

2. Equipment Supplier: VAR Resources, Inc.
3. Equipment Location Address: 2472 Cotter Bl. Lewis Center, OH 43036
4. Original Term: 36 Months
5. Commencement Date of this Lease: \_\_\_\_\_
6. Lease Payment Option: \$2,403.24 per: ☒ Month ☐ Quarter  
☐ Year ☐ Other:
7. Check here ☐ if Lease Payment amount includes sales/use tax
8. \$0.00 Lease Payment(s) is/are due at the time this Schedule is signed, which shall be applied to the:  
☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments
9. Security Deposit: \$ \_\_\_\_\_
10. Purchase Option at end of Original Term: ☐ None ☒ Fair Market Value as of end of Original Term  
☐ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

VAR Resources, Inc.

By: X

Date:

Accepted and signed in Mesquite, TX

You: Sears Home & Business Franchisees, Inc.

By: X

Name (Print): John Hassey

Title: President

Date Signed: 12/11/15

**SCHEDULE "A"**

**ORIGINAL**

**Sears Home & Business Franchises, Inc.**

Quantity	Manufacturer	Description
1		Recovery 823S Recovery Appliance with 3 Year Support Unitrends
1		IR-823 Installation Service (Remote)
16	Unitrends	Unitrends Cloud Long-Term Retention Option for 500GB of Protected Capacity with a Contract Duration of 3 Years Total of 8TB Unitrends

Lessee: Sears Home & Business Franchises, Inc.

Signature: 

Title: President

### Equipment Acceptance

#### Certificate of Acknowledgment and Acceptance of Leased Equipment Lease Number: [REDACTED]

Lessee hereby acknowledges receipt of the equipment described in its Lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Lease. Lessee acknowledges that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by Lessor.

X November 30, 2015 \_\_\_\_\_  
(Date of Delivery)

X \_\_\_\_\_  
(Date of Lease)

Sears Home & Business Franchise, Inc.  
(Lessor)

X [Signature] \_\_\_\_\_  
(Signature) (Title)  
Jeffrey Rakwell  
(Print name of signatory)

#### BILLING CONTACT INFORMATION (Person in Charge of your Payables, Ex. AP Clerk, Controller, etc.)

\_\_\_\_\_  
(Contact Name and Title)

\_\_\_\_\_  
(Contact Direct Phone Number and Ext.)

\_\_\_\_\_  
(Contact E-Mail Address)